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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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9 PARLER LLC,   No. 2:21-cv-00031-BJR

10   Plaintiff,   **DECLARATION OF ▮▮▮
                                                        ▮▮▮▮ (AMAZON
11   v.   EXECUTIVE 1) IN
                                                        OPPOSITION TO PARLER'S
12 AMAZON WEB SERVICES, INC.,   MOTION FOR TEMPORARY
                                                        RESTRAINING ORDER**
13   Defendant.

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15   The undersigned declares as follows:

16   1.   I am ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ at Amazon

17 Web Services, Inc. ("AWS"). I am over the age of 18 years and have personal knowledge of the

18 matters stated in this Declaration. If called as a witness, I would testify competently to them.

19   2.   I have been employed by AWS for more than 10 years. ▮▮▮▮▮▮

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21 ▮▮▮▮▮▮▮▮▮▮ As a result, I have personal involvement in and knowledge of our

22 relationships with many of our customers, including Parler and Twitter.

23   3.   AWS provides cloud hosting and computing services for businesses, non-profits,

24 and government organizations around the world. Contrary to the assertion in Parler's motion for

25 temporary restraining order, there is no "global market" for "cloud service providers." *See*

26 Compl. ¶ 11. In reality, demand for web services includes intense competition between cloud

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1 providers, on-premises hardware providers, co-location data center providers, managed service

2 providers, and hybrid cloud providers.

3   4.   AWS is content neutral – so long as they are engaged in lawful activities, we

4 provide services to customers with all perspectives and points of view, political and otherwise.

5 My role is to ensure that all of our customers succeed by helping them to use our services

6 effectively across the broadest number of applicable needs. Our customer contracts require that

7 our customers comply with the terms of our agreements with them, including Amazon's

8 Acceptable Use Policy.

9   5.   Twitter's principal social-media service (the "Twitter Feed") does not run on

10 AWS. Twitter does use AWS for some of their ancillary services, like data backup and

11 analytics, and for its "Fleets" service, which allows users to share momentary thoughts, which

12 disappear after 24 hours. Twitter's subsidiary company, Periscope TV, is run using AWS

13 resources.

14   6.   On December 15, 2020, AWS announced that it signed an agreement with Twitter

15 for AWS to begin servicing the Twitter Feed for the first time. Attached as **Exhibit A** is a true

16 and correct copy of this announcement, which also is available at

17 https://press.aboutamazon.com/news-releases/news-release-details/twitter-selects-aws-strategic-

18 provider-serve-timelines. I was personally involved in the negotiation and announcement of this

19 agreement. We do not yet service the Twitter Feed, and I am not aware of any particular

20 timeline for doing so.

21   7.   Because the Twitter Feed does not run on AWS, the Twitter Feed (and any tweets

22 on the Twitter Feed) are not subject to, and thus cannot violate, Amazon's Acceptable Use

23 Policy.

24   8.   To my knowledge, AWS and Twitter have never discussed, much less agreed

25 upon, any policy, practice, or act directed at Parler. To the contrary, we have an internal policy

26 never to discuss matters involving one customer with another customer. Nobody in my

27 organization would be authorized to discuss Parler with Twitter without my authorization,

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knowledge, or involvement. I have not authorized any AWS employee to discuss Parler with Twitter, and I have not been involved personally in any such discussion.

9. The last time I spoke with anyone at Twitter was around December 11 and we exclusively discussed matters involving the December 15 press announcement. We did not discuss Parler.

10. After the notice of Parler's account suspension, Parler users began posting threats of physical violence to Amazon delivery drivers, Amazon facilities, and Amazon executives. True and correct copies of examples of these threats are attached as Exhibit F to the Declaration of Amazon Executive 2 in Opposition to Parler's Motion for Temporary Restraining Order. True and correct copies of additional examples are attached as Exhibit E to the Declaration of Amazon Executive 2 in Opposition to Parler's Motion for Temporary Restraining Order (see pages 12, 15, 30, 43, 57, and 66). As a result of these threats and similar threats against employees of other companies that have suspended Parler or others from their services, I am concerned for my safety, as well as the safety of my colleagues.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 12, 2021 at Seattle, WA.

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